

## AMENDMENT #3 TO AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND SUNGARD PUBLIC SECTOR LLC (130944)

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement (the "License Agreement") and Software Maintenance Agreement (the "Maintenance Agreement") with an Execution Date of November 18, 2013 (collectively, the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of Software License and Maintenance Agreements.

The Agreement is amended and modified as follows:

- (a) Certain products are hereby added under the Agreement as depicted in the following SunGard Public Sector Add-on Quote which is attached hereto and incorporated herein by reference:
    - Add-On JRGBQ2329 dated October 13, 2016.
  - (b) Payment terms shall be as depicted under Exhibit 1 of the License Agreement which is found on page 13 of 26 of such License Agreement. For avoidance of doubt, the payment terms which are applicable to the products and services that are provided under this Amendment are as follows:
    - License Fee: 100% on the Execution Date.
    - Installation: On invoice, upon completion.
    - Project Management: 100% on the Execution Date.
    - Training Fees: On invoice, upon completion.
    - Professional Services Fees: On invoice daily, as incurred.
  - (c) As was also applicable for the Software that was originally licensed under the Agreement, the initial year of Improvements are provided under this Amendment are provided at no charge. The terms found under Exhibit 1 of the Maintenance Agreement which is found on page 6 of 8 of such Maintenance Agreement are applicable to the "Annual Maintenance" fees depicted in the SunGard Public Sector Add-On Quotes hereunder (2<sup>nd</sup> year annual fee of \$10,926.00). The "Annual Maintenance" amount depicted is the "Initial Payment Amount" as provided under the Maintenance Agreement.
  - (d) Any Travel and Living expenses which may be incurred by SunGard Public Sector in providing on-site services to Customer hereunder shall be in accordance with the provisions of Section 6(a)(ii) of the License Agreement.
  - (e) Additional Provision Relating to Customer's Non-Appropriation of Funds: In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by SunGard Public Sector prior to the notice and b) for all software which has been delivered and accepted.
3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

All of the Customer's payment obligations are subject to budget appropriation and the availability of funds as provided herein.

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

WITNESSES:

SUNGARD PUBLIC SECTOR LLC

\_\_\_\_\_  
Print Name: Pat Smith

\_\_\_\_\_  
Print Name & Title:  
Lisa Neumann, Controller

\_\_\_\_\_  
Print Name: Joel Kennedy

STATE OF Florida:

COUNTY OF SEMINOLE:

The foregoing instrument was acknowledged before me this 9th day of May, 2016, by Lisa Neumann as controller for SunGard Public Sector LLC a Florida limited liability corporation.



\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known X OR produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_